

BUDGET & PERSONNEL COMMITTEE MEETING

A G E N D A

TOWN OF CHINCOTEAGUE

September 19, 2006 - 5:30 P.M. – Council Chambers – Municipal Center

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

AGENDA ADOPTION:

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1. Consider Request from Emergency Medical Personnel for Reimbursement for Cell Phones
 2. Consider Amendment to Section 109 – Conflicts of Interest, of the Employee Handbook
 3. Consider Cooperative Service Agreement with the U.S. Department of Agriculture

PUBLIC PARTICIPATION

ADJOURN:

MEMORANDUM

TO: Budget and Personnel Committee

FROM: Robert G. Ritter, Jr., Town Manager

DATE: September 14, 2006

SUBJECT: Cell Phone Reimbursement for Emergency Medical Personnel

I received the attached email from Bryan Rush requesting a \$25.00 per month allowance for the EMS employees personal cell phones. Bryan has indicated that the EMS personnel have turned in their pagers, because they are not being used.

At this time the pagers have not been returned to the company, so we are still receiving a bill for this service. When they are returned, the line item in the budget for pagers can be used for cell phone reimbursement. The Police Department is already receiving a cell phone reimbursement..

If it is the Committee's desire a motion could be made "to authorize reimbursement to the three Emergency Medical Services personnel of \$25.00 per month on their paycheck."

Robert Ritter

From: Bryan Rush [brush@chincoteague-va.gov]
Sent: Wednesday, August 16, 2006 1:26 PM
To: rritter@chincoteague-va.gov
Subject: Cell Phone Re-imbursements

Rob,

I have turned in the last of our alpha-numeric pagers today. Kelly is going to send them back and remove them from the Town's service.

The reason I turned the pagers in was no one uses them anymore with today's cell phone technology.

I would like to approach the idea of getting a monthly re-imbursement for the three of us on our cell phones as we use them daily in the performance of our duties.

We discuss sensitive information with hospitals and the dispatch center that cannot nor should not go over the standard air waves, as well as communicate with patient family members. This uses our standard minutes from our cell plans.

I know that the police officers get a \$25/ month allowance for such, which was probably budgeted. Since, we did not budget this item for this year, we may need to have a reduced rate until next year.

Please consider this idea, and let me know of any further assistance I could be on this plan.

Thanks,

E. Bryan Rush
EMS Supervisor
Emergency Services Coordinator
Town of Chincoteague
6150 Community Dr.
Chincoteague, VA 23336
(757) 336-3138 Sta. 3
(757) 336-6519 ext. 226 office
brush@chincoteague-va.gov

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No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.1.405 / Virus Database: 268.10.10/419 - Release Date: 8/15/2006

8/16/2006

MEMORANDUM

TO: Budget and Personnel Committee

FROM: Robert G. Ritter, Jr., Town Manager

DATE: September 14, 2006

SUBJECT: Conflict of Interest

In reviewing the Town's Employee Handbook, I discovered that no where including the Charter or Ordnances does the Town address staff members holding a Council seat. Should an employee serve on the Council there would clearly be a conflict of interest.

To eliminate this from occurring, I recommend an amendment to section 109 of the Employee Handbook. A copy is attached for your review.

If it is the Committee's desire to forward the amendment to Council for adoption a motion could be "to recommend to Council an amendment to Section 109 of the Employee Handbook"

109 CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Town of Chincoteague wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your Department Head for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Town of Chincoteague's business dealings. For the purposes of this policy, a relative is any person who is living within the same household that is a dependent.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she disclose to their Department Head as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the Town of Chincoteague does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Town of Chincoteague.

No compensated employee of the Town shall be eligible to serve on Council.

Karen Hipple

From: Flynn, Mark [MFlynn@vml.org]
Sent: Wednesday, August 30, 2006 3:09 PM
To: karen@chincoteague-va.gov
Subject: Employees as candidates for office

Karen,

Robert Ritter has also called. I'm emailing in reply to both calls. Please forward this to Robert.

1. Employee as candidate. Despite what I thought was the law, I found the attached federal district court opinion from 1997 that states that a local government may prohibit an employee from being a candidate. I am trying to find out if anything has developed since then, but so far nothing contrary. The opinion says:

A former police officer challenges a municipal regulation which required him to resign from the police force in order to become a candidate for partisan elective public office. I find that the rule is not unconstitutional as applied to the plaintiff and grant summary judgment in favor of the defendants

2. Employee as council member. I am confident that the town may prohibit employees from continuing employment once elected to office. The regulation shows up in charters, codes and personnel regulations.

Mark K. Flynn
Director of Legal Services
Virginia Municipal League
P.O. Box 12164
Richmond, VA 23241
mflynn@vml.org
804 523-8525 office
804 400-1321 mobile
804-343-3758 fax

MEMORANDUM

TO: Budget and Personnel Committee

FROM: Robert G. Ritter, Jr., Town Manager

DATE: September 14, 2006

SUBJECT: Cooperative Service Agreement between the Town and the U.S.
Department of Agriculture

While in discussions with the Department of Agriculture concerning our continuing deer de-pop program, the Department of Agriculture has stated they are willing to work with the Town to capture and remove feral cats from the Town using cage traps.

The Department of Agriculture has stated that there are concerns with over population and other concerns related to this issue. Councilwoman Richardson is a supporter of using the Department of Agriculture to assist the Town with this problem.

The costs of \$4,102 have not been budgeted for this project. The deer de-pop program was budgeted for \$8,000. Should all of this money not be used then it could fund this project. A copy of the agreement and work plan are attached.

If it is the Committee's desire a motion could be made "to forward the agreement to Council for consideration."

COOPERATIVE SERVICE AGREEMENT

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between

The Town of Chincoteague

and the

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the back of this page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will reimburse the U.S. Department of Agriculture the sum of **\$4,102** to cover the costs as outlined in the Financial Plan on the back of this page.
3. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. Control activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.
6. Nothing in this Agreement shall prevent any other individual or organization from entering into separate Agreements with APHIS-WS for the purpose of managing wildlife damage.
7. The Cooperator certifies that wildlife management options, including the use of services provided by the private sector, have been carefully considered. After considering these options, the Cooperator requests that WS provide its services under the stated terms of this agreement.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of the Agreement or to any benefits to arise there from.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective **10/01/2006** and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not deposit necessary funds, APHIS-WS is relieved of the obligation to provide services under this Agreement.

COOPERATOR Name and Address

Robert G. Ritter Jr.
6150 Community Drive
Chincoteague, VA 23336

Tax Identification Number: 54-600-1213

Cooperator's Signature

Date

USDA-APHIS-WS

Martin Lowney, State Director

USDA, APHIS, WS

PO Box 130

Moseley, VA 23120

State Director's Signature

Date

WORK PLAN

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Wildlife Species: Feral Cat

Description of Damage: Rabies concerns (especially after recent rabies outbreak with raccoons), fast growing population (over population), other disease concerns, unsanitary conditions\odors near homes and businesses, and numerous road kills.

Location: Chincoteague Island, Virginia 23336.

Services Provided: WS will capture and remove feral cats from the Town of Chincoteague using cage traps. All traps will be checked every 24 hours according to state law. Cats captured will be transported to the Eastern Shore Regional Animal Control Facility located in Melfa, VA. Cats deemed adoptable by facility personnel will be put up for adoption, all others will be euthanized. Cats that are pets will be released on site by WS if they are identified in some way as someone's property and proof of rabies vaccination is evident (i.e. collar with rabies tags). Traps will be set on Town property that has been previously approved or on any private property that requests this service. Any non-target animals captured will be released, unless specified by property owner, on site with the exception of raccoons that will be sent for rabies testing.

APHIS assumes no liability for nay actions or activities conducted under this Cooperative Service Agreement except that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1436(b), 241(b), a and 2671-2680).

The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

FINANCIAL PLAN

Personnel Costs	\$2,632
Vehicle Usage	\$700
Supplies	\$200
Program Services and Environmental Compliance.....	\$570

TOTAL COST.....\$4,102

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed the **TOTAL COST of \$4,102**

Financial Point of Contact

Cooperator: Robert G. Ritter Jr.
Chincoteague Town Manager

(757) 336 - 6519
Phone

APHIS, WS: Lisa Hurst
Budget Analyst

(804) 739 - 7739
Phone



TOWN OF CHINCOTEAGUE, INC.
POLICE DEPARTMENT

To: Mr. Ritter

From: Chief Lewis *sl*

Date: August 10, 2006

Subj: Animal Control

As per your request, the approximately cost to provide animal control officer would be as follows.

- | | |
|---------------------------------------|--|
| 1. Pick-up truck | new \$15, 000.00 or one of the town old truck free |
| 2. Truck cage to hold animals | \$1,500.00 to \$2,000.00 |
| 3. Animal poles for cat & dog | \$300.00 |
| 4. State veterinary to inspect yearly | \$150.00 |
| 5. Salary of Police officer | \$27,500.00, animal control does not have to
Be certified, but is highly
Recommended by the state. |
| 6. Approxmatley fuel cost | \$4, 000.00 |

Total \$34,000.00